

A.G. Contract No. KR94-2616-TRN
JPA No.: 94-165
Project: IM-17-1(322)
Tracts No.: H 2291 04C
Section: I-17/Bell Road T.I.

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PHOENIX

70993

THIS AGREEMENT is entered into 18 July, 1994 pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PHOENIX, acting by and through its CITY COUNCIL, (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and City Charter, Chapter 2, Section 2 to enter into this agreement and has by resolution/ordinance, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. It is to the mutual advantage of the State and the City to landscape areas within the right of way on Interstate 17 and Bell Road at the following locations:

Within the right of way on I-17, from median centerline station 628+50, to median centerline station 653+50, a net distance of 0.52 miles and within the right of way on Bell Road from median centerline station 10+50 to median centerline station 29+47, a net distance of .035 miles.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. <u>19887</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>07/18/95</u>
<u>Gene A. Hull</u> Secretary of State
By <u>Vicky Greenwood</u>

II. SCOPE OF WORK

1. The State will prepare landscape architectural plans for the landscaping and irrigation project and submit them to the City for approval.

2. After City approval of the plans, the project will be constructed by the State, using State funds.

3. The City shall waive water development fees and furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense.

4. The City shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at the City's expense.

5. The State hereby agrees to maintain the landscaping and irrigation system generally within the areas of right of way under access control, furnishing all labor, materials (excluding water) electrical power to maintain the same. The areas outlining maintenance responsibilities are shown in the Landscape Maintenance Exhibit, attached hereto and made a part hereof. Maintenance shall include the care of all landscaping in accordance with accepted horticultural practices, and shall also include, but not be limited to keeping all areas free from weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, testing, adjusting, repairing and operational of the irrigation system and the repair of all erosion to maintain the final grade established at the completion of the project. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

6. The City hereby agrees to maintain the landscaping and irrigation system generally within the right of way areas of crossroads and furnish all labor, materials, water and electrical power necessary to maintain the same. The areas outlining maintenance responsibilities are shown in the Landscape Maintenance Exhibit. Maintenance shall include the care of all landscaping in accordance with accepted horticultural practices, and shall also include but not be limited to keeping all areas free from weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, testing, adjusting, repairing and operation of the irrigation system and the repair of all erosion to maintain the final grade established at the completion of the project, and repair and/or replace brick pavers to maintain the final grade as designed. Any changes, additions or deletions to the landscaping must have written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ 85007

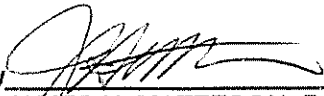
City of Phoenix
Street Transportation Director
200 West Washington Street
Phoenix, AZ 85003-1611

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF PHOENIX, a Municipal
Corporation, Frank Fairbanks,
City Manager

STATE OF ARIZONA
Department of Transportation


By 

JAMES H. MATTESON, P.E.
Street Transportation Director

By 

ROBERT P. MICKELSON, P.E.
Chief Deputy State Engineer

ATTEST:

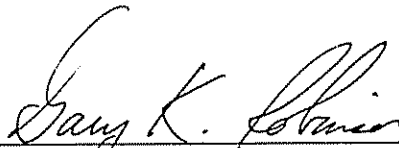
By 

VICKY MIEL, City Clerk

RESOLUTION

BE IT RESOLVED on this 13th day of October 1994, that I, the undersigned, LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Phoenix for the purpose of defining responsibilities for landscaping areas within the right of way on Interstate 17 and Bell Road.

THEREFORE, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Chief Deputy State Engineer for approval and execution.

for: 
LARRY S. BONINE, Director
Arizona Department of
Transportation

Streets 7/1/95

RESOLUTION NO. 18498

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH THE
ARIZONA DEPARTMENT OF TRANSPORTATION FOR
PURPOSES OF MAINTAINING LANDSCAPE AREAS
FOR THE I-17 AND BELL ROAD TRAFFIC
INTERCHANGE.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PHOENIX
as follows:


SECTION 1. That the City Manager be, and is hereby
authorized, to enter into an Agreement with the Arizona
Department of Transportation (ADOT) to maintain landscape areas
for the I-17 and Bell Road Traffic Interchange.

SECTION 2. The City shall maintain, furnish and
install necessary water services for the irrigation systems.

PASSED by the Council of the City of Phoenix
this 11 2 day of April, 1995.


VICE MAYOR

ATTEST:


City Clerk

JPA 94-165

APPROVAL OF THE PHOENIX CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF PHOENIX, and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona and City Charter.

DATED this 23rd day of March, 1993.

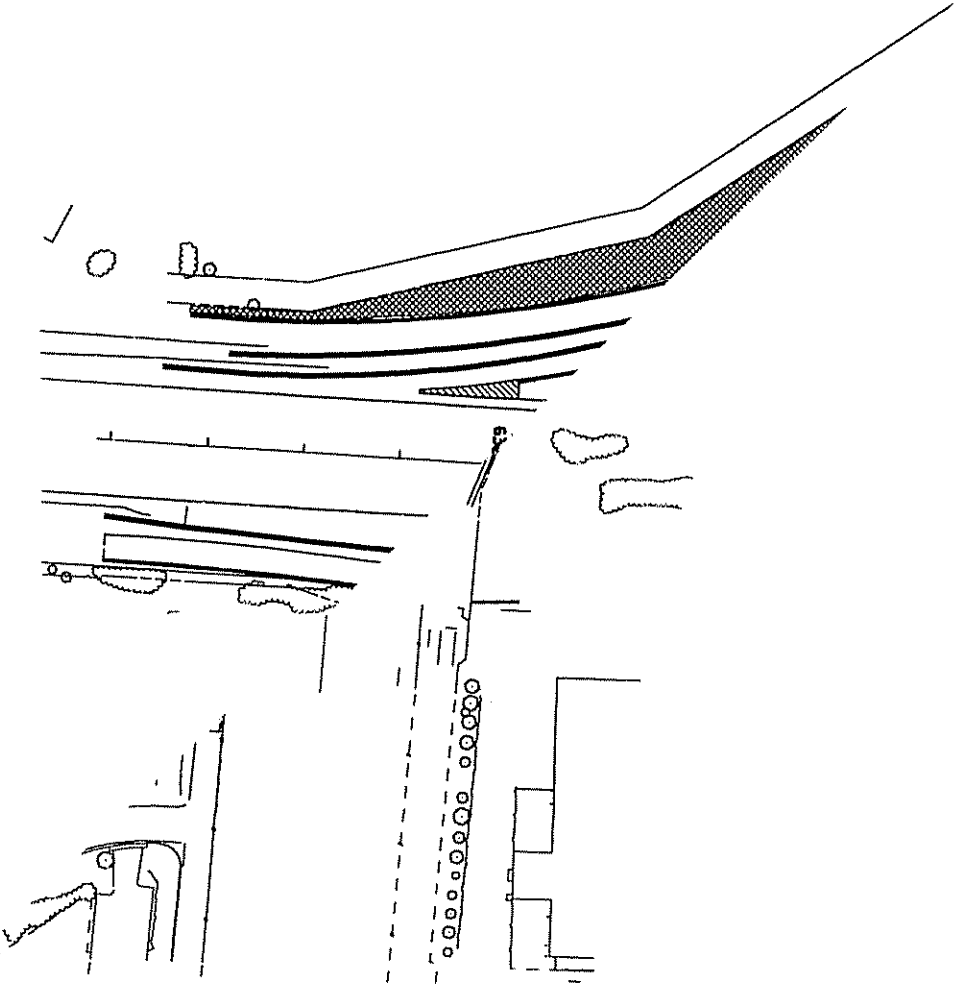
Michael D. Hester
ACTING
City Attorney



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Fence



F.M.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	ARIZ.	14-17-11322			
OIT MA 212					



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

GRANT WOODS
ATTORNEY GENERAL


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR94-2616-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 12th day of July, 1995.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8828G/104